

COUNTY OF YORK, VIRGINIA
INVITATION FOR BIDS
IFB

Issue Date: February 5, 2007

IFB # 1555

Title: **York County Public Library – Furniture Delivery & Installation**

Classification Code: 42500

Issuing Agency:

County of York, Virginia
Central Purchasing
120 Alex Hamilton Boulevard
P.O. Box 532
Yorktown, Virginia 23690

Using Agency and/or Location
Where Work Will Be Performed:

Department of General Services
102 County Drive
Yorktown, Virginia 23692

Sealed Bids Will Be Received Until 2:00 P.M. on Monday, February 26, 2007.
All Inquiries for Information Should Be Directed To: Louise E. Stokes, CPPB, Buyer II, Central
Purchasing Office, Telephone: (757)890-3680.

SEND BIDS DIRECTLY TO THE ISSUING AGENCY SHOWN ABOVE.

In compliance with this Invitation for Bids and to all the conditions imposed herein, the Undersigned
offers and agrees to furnish the materials described at the prices indicated in Section 14.0.
Name and Address of Firm:

Date: _____

By: _____
Signature in Ink

Type/Print: _____

_____ Zip Code _____

Telephone No.: _____

Federal Tax ID# _____

Facsimile No. _____

1.0 PURPOSE:

The County of York, hereinafter "Owner," is requesting sealed bids from qualified individuals or organizations to provide and install new furniture in the York County Public Library, Yorktown.

It is the express intent of this formal Invitation For Bid (IFB) to acquire a fully qualified contractor to supply furniture and perform work as described herein. The project is located at York County Public Library, 8500 George Washington Memorial Highway, Yorktown, Virginia.

The Owner intends to award a contract by March, 2007. The successful bidder will be expected to complete all work within 70 calendar days of Notice to Proceed. Submission and approval of all required documents (insurance certificates, performance bond, employee listing, etc.) will be required prior to commencement of work.

2.0 SCOPE OF SERVICES REQUIRED:

Contractor shall provide all management, supervision, labor, furniture and other materials, equipment, consumables and supplies required and shall plan, schedule, coordinate, and assure effective and complete performance of all necessary services to be provided in accordance with the standards described herein.

Contractor shall complete the project in accordance with all Contract Documents which shall include, but not be limited to, the following specifications which are attached hereto and made a part of this Invitation for Bid: Universal Design Associates, LLC, Specifications titled "Yorktown Library; Workroom & Librarian's Office Furnishings", dated February 2, 2007 (Revised) (Pages 1 thru 6) attached.

3.0 COUNTY RESPONSIBILITIES:

Owner will be responsible for the following:

Access to the facility and to all utilities.

3.1 For detail information regarding specifications contact Dave Lehman, Project Manager (757)890-3834.

4.0 CONTRACTOR RESPONSIBILITIES:

The successful bidder shall be responsible for the following:

Contractor shall perform all work, and provide all materials and finished products, in accordance with the Contract Documents.

Contractor shall be responsible ensuring all work is performed in a safe manner and in accordance with all applicable Federal, State and local health and safety codes and standards.

Contractor shall keep the project site, including any surrounding parking areas, walkways and lawn areas, clean at all times. All debris resulting from Contractor's work shall be constantly picked up and properly disposed.

Contractor shall, at no cost to Owner, restore to its original condition any private, County, or Virginia Department of Transportation (VDOT) property, equipment or materials damaged as a result of the work associated with this project.

5.0 GENERAL TERMS AND CONDITIONS:

5.1 Applicable Policy:

This solicitation is subject to the provisions of the County of York, Virginia, Procurement Policy (Ordinance No. 05-24 effective October 25, 2006), and any revisions thereto.

5.2 MANDATORY USE OF FORM:

All responses to an Invitation for Bid (IFB) must be submitted on and in accordance with this form. If more space is required to furnish a description of the good and/or services offered or delivery terms, Bidder may attach a letter hereto which will be made a part of the bid. All bids must be submitted in a sealed envelope plainly marked with the IFB number, date and time of bid opening.

5.2 OPENING DATE/TIME:

Bids and amendments thereto, or withdrawal of bids submitted, if received by Owner after the date and time specified for the scheduled bid opening, will not be considered. It will be the responsibility of Bidder to see that its bid is in the Purchasing office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Phone or telegraphic bids (including FAX) will not be accepted.

5.3 INCONSISTENCIES IN CONDITIONS:

In the event there are inconsistencies between the General Terms and Conditions and the Special Terms and Conditions, if any, and/or other schedules contained herein, the latter two shall take precedence.

5.4 CLARIFICATION OF TERMS:

Questions about the specifications or other solicitation documents, should be directed to the buyer whose name appears on the face of this solicitation. Any revisions to the solicitation will be made only by written addendum issued by the Owner.

5.5 TESTING/INSPECTION:

Owner reserves the right to conduct any test or inspection it may deem advisable to ensure that goods and services conform to the specifications.

5.6 INVOICES:

Invoices for goods or services ordered, delivered and accepted shall be submitted directly to the 'INVOICE TO:' address shown on the purchase order or contract. All invoices shall show the

Contract number and/or purchase order number. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers or discounts for payment in less than thirty (30) days.

5.7 DEFAULT:

In the event of a default by Contractor, the Owner reserves the right to procure the goods and/or services from other sources, and hold the Contractor liable for any excess cost occasioned thereby. If, however, public necessity requires the use of materials or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

5.8 ETHICS IN PUBLIC CONTRACTING:

By submitting its bid, each Bidders certifies that its bid is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with its bid, and that it has not conferred on any public employee having official responsibility for this procurement any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

5.9 ANTI-DISCRIMINATION:

By submitting its bids or proposals, Bidder certifies to the Owner that it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, and Section 2.2-4311 of the Virginia Public Procurement Act which provides:

In every contract over \$10,000, the provisions of a. and b. below apply:

a. During the performance of this Contract, the Contractor agrees as follows:

The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Contractor, in all solicitations for advertisements for employees placed in behalf of Contractor, will state that Contractor is an equal opportunity employer.

Notices, advertisements and solicitations placed in accordance with Federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

- b. Contractor will include the provisions of a. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- c. In accordance with §2.2-4343.1 of the Code of Virginia, et. seq., the Owner shall not (i) discriminate against a faith-based organization as defined in Code of Virginia section 2.2-4343.1(B) on the basis of the organization's religious character or (ii) impose conditions that (a) restrict the religious character of the faith-based organization, except as provided in subsection F of section 2.2-4343.1 the Code of Virginia, or (b) impair, diminish, or discourage the exercise of religious freedom by the recipients of such goods, services, or disbursements.

5.10 IMMIGRATION REFORM AND CONTROL ACT OF 1986:

Bidder certifies that it does not and will not during the performance of the Contract, violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

5.11 INDEMNITY AGREEMENT:

The following shall be deemed incorporated into any contract awarded as a consequence of this bid to the same extent as if fully set forth therein:

Contractor and all subcontractors shall bear all loss, expense (including reasonable attorney's fees) and damage in connection with, and shall indemnify Owner against and save Owner harmless from all claims, demands, and judgments made or recovered against Owner because of bodily injuries, including death at any time resulting therefrom, and/or because of damage to property, from any cause whatsoever, arising out of, incidental to, or in connection with the performance of the Contract whether or not due to any act of its or their employees, servants or agents and whether or not due to any act of omission or commission, including negligence, but excluding sole negligence, of Owner, its employees, servants, or agents. Compliance by Contractor with the insurance provisions hereof shall not relieve Contractor from liability under this provision.

Should Contractor, or any of its subcontractors use any of Owner's equipment, tools, employees, or facilities, such will be gratuitous and Contractor shall release Owner from and indemnify and save harmless Owner from and against any claims for personal injuries, including death, arising out of the use of any such equipment, tools, employees, or facilities, whether or not based upon the condition thereof or any alleged negligence of Owner in permitting the use thereof.

6.0 INSURANCE: (Revised 05/2005)

The Contractor shall carry insurance in the amount specified below, including the Contractual Liability assumed by the Contractor and shall deliver certificates of insurance from carriers acceptable to the owner specifying such limits, along with a proper endorsement naming the "County of York, its Officers, Agents and Employees" as Additional Insured on a primary basis

(Form No. GL-20-10) on applicable policy(s), such additional insured status shall be primary without participation by County's insurers. The provisions of this paragraph shall be deemed include included in the contract as if fully set out therein.

Worker's Compensation and Employer's Liability Coverage A - Statutory Requirement
Coverage B - \$100,000; \$100,000; \$500,000

Comprehensive Automobile Liability, including Owned, Non-Owned
Hired Car Coverage.

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Commercial General Liability

Limits of Liability - \$500,000 Per Occurrence Bodily Injury or Property Damage.

Contractual Liability includes the Contractual liability assumed hereunder.

Completed Operations Insurance, to remain in full effect until the date of acceptance of the project by the Owner.

7.0 LIQUIDATED DAMAGES CLAUSE

Time is of the essence in the performance of this contract. Because the consequences of contractor's failure to perform on time cannot be determined to a reasonable certainty beforehand, the Contractor agrees to pay to the Owner a sum of \$100.00 for each calendar day beyond the established contract completion day that the work as stipulated in the contract documents remains unfinished.

8.0 BIDDER'S INSTRUCTIONS:

Submit bid on the enclosed form, on or before bidding time and date stated herein. Enclose forms in a sealed envelope marked with bid number and date on the outside.

Unless otherwise provided in any supplement to these instructions to bidders, no bidder shall modify, withdraw, or cancel his bid or any part thereof for sixty (60) days after the time designated for the receipt of bids. Bidders' attention is called to clause (ii) of section 11-54(A) of the Code of Virginia with regard to withdrawal of bid due to error; and to requirements of Title 54.1, Chapter 11, Code of Virginia pertaining to registration.

9.0 SURETY:

The contractor shall furnish Surety Bonds, in the form provided herein, each in an amount equal to One Hundred Percent (100%) of the contract as security for the faithful performance of this contract and for the payment of persons performing labor on the project under this agreement. The Surety Bond for performance shall also require the Contractor to make good, at his own expense, work due to imperfect materials and workmanship for a period of one year after final acceptance by the Owner. The surety on such bond shall be a duly authorized Surety Company satisfactory to the Owner.

10.0 CONTRACT DEDUCTIONS AND ADDITIONS:

The Owner, without invalidating the Contract, may change the quantities of merchandise ordered to deduct or add to the work or material to be furnished under this Contract, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such changes.

11.0 AWARD:

Owner will make the award to the lowest responsive and responsible bidder.. Due consideration will be given to price, previous experience, and the ability of the bidder to render required services. Owner reserves the right to conduct any test it may deem advisable and to make all evaluations. Owner also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the Owner to be in its best interest.

12.0 AWARD AND EXECUTION OF CONTRACT:**Award of Contract:**

The contract will be awarded or the bids rejected as soon as reasonably possible, but not later than sixty (60) days after the date of opening bids, unless the period for acceptance is otherwise extended at request of Owner and agreed to in writing by the bidder, or bidders.

12.1 Form of Contract:

An example of the proposed contract format is enclosed. Both parties shall execute this contract prior to approval by the County Attorney.

Copies of the Payment and Performance Bonds are also attached.

12.2 Entering Contract:

Upon award of the Contract to a bidder, such bidder shall enter into the Contract by signing the Contract and by furnishing the Payment and Performance Bond(s) for faithful performance as prescribed herein and the Certificate of Insurance as prescribed, which are required to be procured by the Contractor within ten (10) calendar days after the date of the award or within such further time as the owner may allow. All documents referred to are attached hereto.

No contract shall result from the submission of any bid and no liability shall accrue with respect thereto until a written contract and accompanying documents have been fully and completely executed on the part of the successful bidder and the Owner. However, failure by the successful bidder to enter into a written contract shall cause the successful bidder to forfeit the full amount of the bid guarantee to the Owner.

12.3 Execution of Documents:

All documents which the bidder is required to execute shall carry the signature of the president of the corporation, the corporate seal and shall be attested by the secretary of the corporation

provided, however, if the board of directors of a corporation authorizes another officer to act for the corporation, then a sealed and attested copy of such authorization shall accompany the signature of such other officer. In the case of an individual, the individual to be bound shall sign, and in the case of a partnership, the signature of a partner shall bind the partnership.

12.4 Subcontracts:

Before making any subcontract, the Contractor must submit a written statement to the Owner, giving the name and address of the proposed subcontractor, the portion of the work and materials which he is to perform and furnish and a statement in writing from such subcontractor that he waives all rights to assert any claims, actual and/or consequential against the Owner allegedly arising from or growing out of any delays in the work schedule or any failure of the contractor to pay such subcontractor any sums owed by the contractor to such subcontractor.

If the Owner finds that the proposed subcontractor is qualified, he will so advise the Contractor in writing. The Owner may revoke approval of any subcontractor only for good cause. Notice of such revocation of approval will be given in writing to the Contractor by the Owner. If the Owner determines for good cause that a subcontractor is not qualified, Owner shall so notify Contractor, and Contractor shall not thereafter enter into any subcontract with the subcontractor in connection with the contract.

12.5 Separate Contracts:

The Owner reserves the right to let other contracts in connection with the project, the work under which will proceed simultaneously with the execution of this Contract. The Contractor shall afford other separate contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and the Contractor shall take all reasonable action to coordinate his work with theirs. If the work performed by the separate contractor is defective or so performed as to prevent the General Contractor from carrying out his work according to the plans and specifications, the Contractor shall immediately notify the Owner upon discovering such conditions. Upon receiving notification, the Owner shall take such appropriate steps as are necessary to allow the Contractor to carry out his work under this Contract, and appropriate extensions of time and change orders shall be given to the Contractor for any delays and extra costs caused by the separate contractor's failure of proper performance.

13.0 ATTACHMENTS:

- (1) Bid Form
- (2) Sample Contracts
- (3) Specifications: "Yorktown Library; Workroom & Librarian's Office Furnishings", dated February 2, 2007 (Revised), prepared by Universal Design Associates, P.O. Box 1246, Glen Allen, Virginia 23060. (Pages 1 thru 6).

**BID FORM
FOR
YORK COUNTY PUBLIC LIBRARY – FURNITURE INSTALLATION
COUNTY OF YORK, VIRGINIA**

I.F.B. NO. 1555

To: York County
Central Purchasing
P. O. Box 532
Yorktown, Virginia

In submitting this bid, the Undersigned declares that they are the only person, or persons, interested in said bid, that it is made without any connection with any person making another bid for the same contract; that the bid is in all respects fair and without collusion, fraud or mental reservation, and that no employee of the OWNER is directly or indirectly interested in said bid, or in the supplies or work in which it relates, or in any portion of the profits thereof.

The Undersigned also declares that they have examined the Invitation for Bid # 1555, including the drawings and specifications contained therein, and that by signing this proposal, they waive all right to plead a misunderstanding regarding the same.

The Undersigned further understands and agrees that they are to furnish all material, equipment and supervision to complete entire work for the indicated project and to accept in full compensation therefore the stipulated sum or sums as stated herein.

On acceptance of this proposal for said work, the Undersigned does hereby agree to provide the County of York within Ten (10) days the required bond and surety to provide construction services for the consideration named herein.

The Undersigned agrees to hold open this Bid Proposal for a period of Sixty (60) days following the submission of this Bid Proposal.

For the bid costs proposed below, the Undersigned agrees to provide all management, supervision, labor, material, equipment, consumables and supplies required to complete all work associated with supplying and installing all furnishings identified in the Universal Design Associates, LLC, specifications titled "Yorktown Library; Workroom & Librarian's Office Furnishings", dated February 2, 2007 (Revised).

Pricing shall be F.O.B., installed at the Yorktown Public Library, 8500 George Washington Highway, Yorktown, Virginia.

14.0 BID SCHEDULE:

Bidder agrees to deliver and install all furnishings in compliance with the specifications, scope of services, terms and conditions contained herein. Price to include F.O.B. Yorktown, VA., installed at: Yorktown Public Library, 8500 George Washington Hwy, Yorktown, VA 23692.

	<u>Description</u>	<u>Lump Sum Price</u>
14.1.	Work Room Furnishings	\$ _____
14.2	Librarian's Office Furnishings	\$ _____
Total Lump Sum Price =		\$ _____

CONTRACT COMPLETION DATE:

The Undersigned agrees, if awarded the Contract, to complete the entire work within 70 calendar days from date of Notice to Proceed.

15.0 CONTRACTOR DATA:

If you have not done business with the County of York, please complete the following:

Years in Business: Indicate the length of time you have been in business providing this type of service: ____ years ____ months.

References: Indicate below a listing of at least three (3) recent references for whom you have provided this type of service. Include the date service was furnished and the name and address of the person we have your permission to contact.

CLIENT	DATE	ADDRESS	PERSON TO CONTACT AND PHONE NUMBER
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SAMPLE CONTRACT FORM
CONTRACT

Agreement No. _____

This AGREEMENT, dated this ____ day of _____, 2007, by and between YORK COUNTY, VIRGINIA (a political subdivision of the Commonwealth of Virginia); hereinafter called Owner; and

(a corporation, partnership or a limited liability company organized and existing under the laws of the Commonwealth of Virginia); hereinafter called Contractor.

WITNESSETH: Owner and Contractor, for the consideration stated herein, agree as follows:

PART I - GENERAL:

SCOPE OF WORK

Contractor shall provide all services to perform:

YORK COUNTY PUBLIC LIBRARY – FURNITURE DELIVERY & INSTALLATION

as defined in this Invitation for Bid, IFB No. 1555 dated _____, 2007, which is incorporated herein by reference

COORDINATION: Contractor shall contact the Owner, prior to furniture delivery, to discuss significant items that could effect progress, including the tentative construction schedule, critical sequencing, use of premises, other issues that may affect successful completion of the project.

PROJECT CLOSE-OUT

1. Prior to final acceptance Contractor shall:
 - a. Submit all applicable maintenance procedures/requirements needed to maintain manufacturer's guarantees.
 - b. Submit warranties, guarantees, and manufacturer's inspection reports if required.
 - c. Submit a request for final payment.

2. Inspection procedures: Contractor and Owner will jointly inspect furnishings to insure products meet specifications. A list of discrepancies(if any) will be developed and corrected prior to final acceptance.
3. Final Acceptance: Submit a copy of final inspection discrepancy list stating that all items have been completed or otherwise resolved.

HOURS OF OPERATION AND COORDINATION REQUIREMENTS

Normal work hours for this project shall occur between 8:00 am and 5:00 pm, Monday through Friday. Requests for alternate times shall be made in advance of start of work to the Department of General Services. All work schedules, parking arrangements and access to the construction areas shall be confirmed in writing during the pre-construction meeting.

MAINTENANCE OF JOB SITE

1. Contractor shall be responsible for maintaining a clean and presentable job site and for proper disposal of all debris generated as part of the Project. All scrap, demolished material and debris shall be directly deposited into a dumpster, dump truck or suitable container provided by Contractor and removed from the premises. The job site shall be clean and secure to the degree that it will be safe for the public. Special attention to the site will be taken to prevent the possibility of any job site debris from being blown or moved as a result of adverse weather conditions.
2. Contractor may use library bathroom facilities; however, Contractor shall not use the facilities for cleaning of equipment, or for cleaning of personnel that requires use of solvents or which will leave residues of any materials used during the work on fixtures, walls, or floors. Contractor shall also take special care to ensure the workers do not track foreign substances into or disrupt services within the facilities.
3. Any disturbances or damage done to any roadways, buildings, parking areas, grounds, waterways or utilities by Contractor or by personnel or agencies employed by Contractor during this project shall be repaired and returned to the original condition that existed prior to start of work for this project, and at no expense to Owner.
4. Security of Contractor's property, such as equipment, vehicles, material, tools, etc. is strictly the responsibility of Contractor.

QUALITY ASSURANCE

Contractor shall maintain a project supervisor on the job site during all working hours. This supervisor will be considered by Owner to be Contractor's representative, and shall have full authority to speak on Contractor's behalf.

SUBMITTALS

Prior to delivery, Contractor shall provide to Owner manufacturer's specifications and other data required to demonstrate compliance with the requirements of the Specifications.

PRODUCT HANDLING

1. Contractor shall store all materials in a neat, safe manner, and in strict accordance with the manufacturer's specifications for storage of materials, as applicable.
2. Where applicable, Contractor shall use all means necessary to protect the materials before, during, and after installation. Any materials not stored in accordance with manufacturer's specifications, not protected during installation, or damaged in shipment shall not be used. These materials shall be removed from the job site and replaced with new undamaged material at no additional cost to Owner.

PART II - PRODUCTS AND EXECUTION:**MATERIALS AND INSTALLATION**

1. All work and materials shall be in strict adherence to manufacturer's/supplier's specifications and shall not be modified as to jeopardize warranties, if applicable.
2. As applicable, manufacturer's/supplier's specifications, installation instructions and details will be used as the basis of installation inspections performed by Owner's inspector.

CONTRACT PRICE:

Owner will pay Contractor as just compensation for the performance of this Contract, subject to any additions or deductions as provided in the Contract Documents, the lump sum price contained in the Bid Schedule attached hereto.

(Example)

The Contract Amount for **YORK COUNTY PUBLIC LIBRARY – FURNITURE DELIVERY AND INSTALLATION** is

_____ dollars: \$_____.

Contractor shall not perform work beyond the contract scope without a written change order.

PAYMENTS:

Owner will pay the contract amount to Contractor in two (2) payments for the work performed as follows:

1. Payment schedule:
 - a. **First payment** will be paid at the end of the first thirty (30) calendar days of work, and will be based upon the percentage of acceptable work completed.
 - b. **Second payment** will be paid upon completion, and acceptance by Owner, of all work and receipt of request for final payment.

2. Contractor shall submit a request for payment in writing to Owner for each of the categories stated above. Proof of purchase and receipt of material shall be attached to each request, if applicable.

LIQUIDATED DAMAGES:

It is understood and agreed that time is of the essence and that Contractor shall provide the required furnishings within the time specified in this Contract. Contractor further agrees to pay, as liquidated damages and not as a penalty, the sum of one hundred dollars (\$100.00) for each and every calendar day that the work called for by this Contract shall remain uncompleted and unfinished after the allowed Contract time; and Contractor further agrees that Owner may deduct and retain such liquidated damages out of any money due Contractor under the terms of this Contract.

TIME:

Contractor agrees to commence work within **(10) working days** after the date of Notice to Proceed and further agrees to complete the Contract Work within the following specified time limits:

ALL CONTRACT WORK **70 CALENDAR DAYS** FROM DATE OF NOTICE TO PROCEED.

THIS AGREEMENT SHALL BE BINDING UPON ALL PARTIES HERETO AND THEIR RESPECTIVE HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS, AND ASSIGNS.

COMPONENT PARTS OF THE CONTRACT:

This Contract consists of the following component parts, all of which are hereby made a part hereof as if herein set out in full:

1. Advertisement for Bids
2. Invitation for Bid (IFB) No.1555, dated _____, 2007, and all attachments thereto.
3. Contract (this document)
4. Certificate of Insurance
5. Payment Bond
6. Performance Bond
7. Notice of Award
8. Notice to Proceed
9. Change Orders (if any)
10. Other Documents as may be required by law or appended hereto
11. Plans and Drawings were prepared by: Universal Design Associates, and are Numbered: 1 thru 6 and dated February 2, 2007 (Revised).
12. Specifications prepared or issued by: Universal Design Associates, and The Department of General Services and dated August 1, 2000.

ADDENDA:

No. _____, dated _____, 2007

No. _____, dated _____, 2007

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in 4 counterparts, each one of which shall be deemed and original, this the _____ day of _____, 2007.

ATTEST:

NAME

COUNT OF YORK, VIRGINIA
OWNER

TITLE

BY

COUNTY ADMINISTRATOR
TITLE

ATTEST:

NAME

CONTRACTOR

TITLE

BY

TITLE

CONTRACTOR'S ADDRESS:

CONTRACTOR'S FEDERAL I. D. NO.

APPROVED AS TO FORM:

COUNTY ATTORNEY

RESERVED FOR CERTIFICATE OF INSURANCE,
AND ADDITIONAL INSURED FORM GL-20-10

OR OTHER SATISFACTORY EVIDENCE OF REQUIRED COVERAGE

CONTRACT FORM
PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

County of York, Virginia
(Name of Owner)

P. O. Box 532, Yorktown, Virginia 23690
(Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, (\$_____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 2007, a copy of which is hereto attached and made a part hereof for the Construction of:

York County Public Library – Furniture Delivery and Installation

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing material for or performing labor in the prosecution of the work provided for in such Contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment, tools, consumed or used in connection with the construction of such Work, and all insurance premiums on said Work, and for all labor, performed in such Work whether by Subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the ____ day of _____, 2007.

ATTEST:

(PRINCIPAL) SECRETARY

PRINCIPAL

BY _____

SEAL

WITNESS TO PRINCIPAL

ADDRESS

ADDRESS

ATTEST:

(SURETY) SECRETARY

SURETY

BY _____
(ATTORNEY-IN-FACT)

SEAL

WITNESS AS TO SURETY

ADDRESS

ADDRESS

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.

CONTRACT FORM
PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

(Name of Contractor)

a _____, hereinafter call the Principal,
(Corporation, Partnership or Individual)

and _____
(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto _____

(Name of Owner)

(Address of Owner)

hereinafter called Owner, in the penal sum of _____

Dollars, (\$ _____), in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Contract with the Owner, dated the _____ day of _____, 2007, a copy of which is hereto attached and made a part hereof for the Construction of:

York County Public Library – Furniture Delivery and Installation

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the one year guarantee period, and if he shall satisfy all claims and demands incurred under such Contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligation on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or the Specifications.

PROVIDED, FURTHER, that no default settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in 4 counterparts each one of which shall be deemed an original, this the ____ day of _____, 2007.

ATTEST:

(PRINCIPAL) SECRETARY

PRINCIPAL

BY _____

SEAL

WITNESS TO PRINCIPAL

ADDRESS

ADDRESS

ATTEST:

(SURETY) SECRETARY

SURETY

BY _____
(ATTORNEY-IN-FACT)

SEAL

WITNESS AS TO SURETY

ADDRESS

ADDRESS

NOTE: Date of Bond must be as to date of Contract. If Contractor is Partnership, all partners should execute Bond.

YORKTOWN LIBRARY

Workroom & Librarian's Office Furnishings

2-2-07 Revision



T 804-752-2523 F 804-752-6168

Workroom – Workstations 1-6

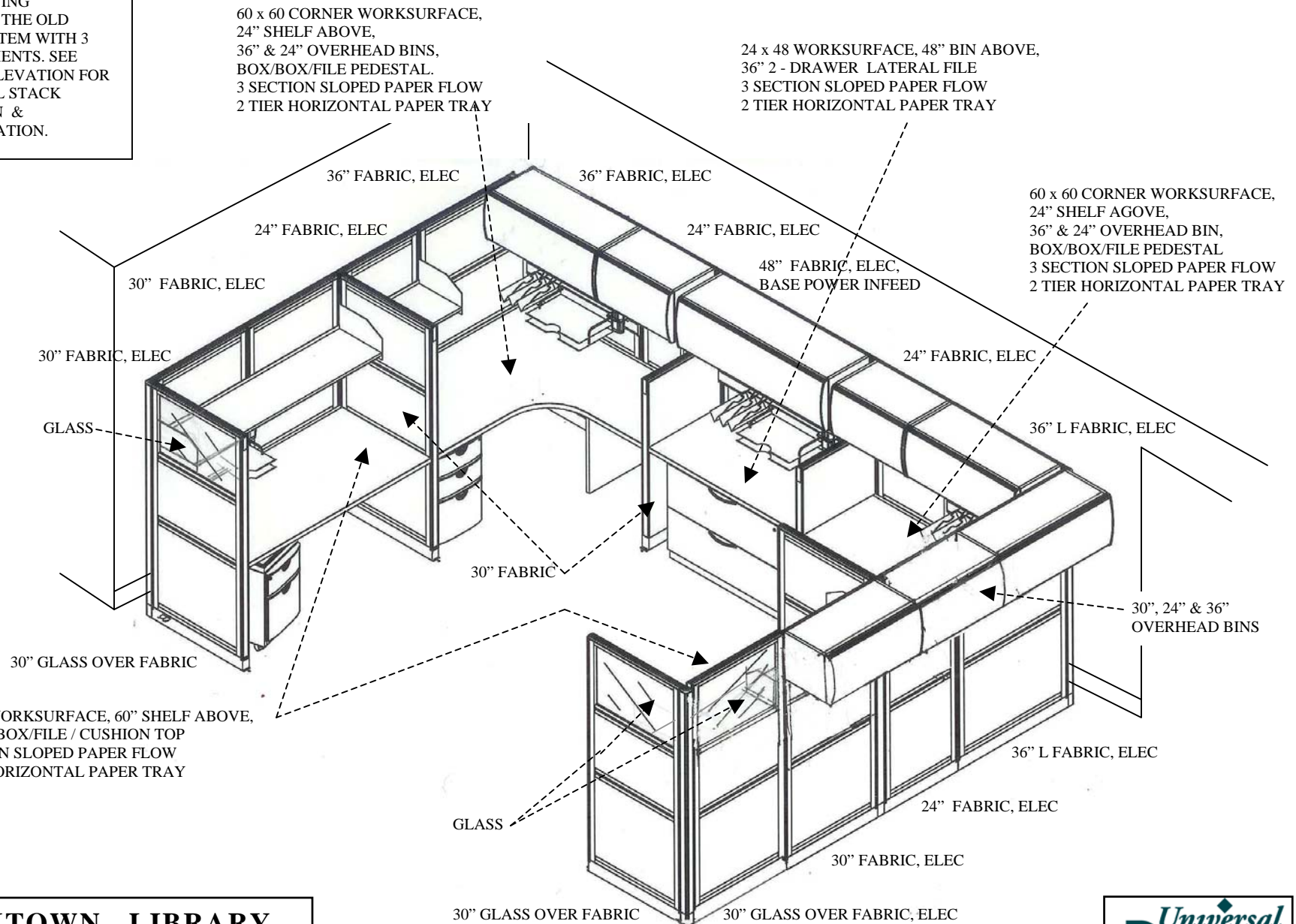
1. Kimball “Interworks – EQ” panel system with “Footprint” components. Panels system is segmented & off module design.
2. Provide all systems for Workstations 1-5 as indicated including all components noted, all hardware & fasteners for a complete installation per layout.
3. Provide “Footprint” components for Workstation 6 – finish #420 Sandstone.
4. Provide & install 1 additional pull-out keyboard tray (non-articulating) for installation on Owner provided millwork worktop. Keyboard to be 14”d X 23.5”w, finish black. Coordinate with owner’s representative.
5. Frames, corners, under supports & trims – finish #420 Sandstone.
6. Beltline 6” tile to be metal – finish #420 Sandstone.
7. Bottom 30” tile and top 18” tile to be fabric (unless glass is indicated) –finish Dune #8601 Windblown.
8. Middle 18” tile (above beltline) to be fabric – finish Dune #8608 Nectar.
9. Under-worksurface pedestals, drawers, rails & accessories – finish #462 Cinder.
10. Plastic laminate worksurface/tops – finish #873 Tawny Legacy with Sandstone PVC edge.
11. Pedestals have Ellipse profile, finish #462 Cinder.
12. Overhead shelves, 9” h - finish #462 Cinder.
13. Overhead bins, Lunar series, 14.5” high with curved, metal, lift-over-bin doors - finish #420 Sandstone.
14. Cushion top of mobile pedestal – Fabric Momentum, Unhinged series, color Aura, Crypton fabric, 54”, diagonal wit6 ¾”L X 3 3/8w.
15. Provide task lights under all shelf & overhead bin (except 3 on outside of station), with 9’ cord to reach base electrical outlet. Provide vertical wire management.
16. Every perimeter panel to be electrified at the base. Wing and end panels not electrified. Each electrified panel to have 2 duplex, 1 data & 1 telephone.
17. Electrified Power System to be a “3+1 (8-wire), 4 total circuits. Circuits 1, 2 & 3 have a shared neutral and common ground. Circuit 4 is a dedicated circuit with dedicated hot, neutral and ground. Provide all necessary harnesses, connectors, cover plates, etc. for complete installation.
18. Base power in-feed to be installed under 48”w panel. Provide hardwired connection for final connection by Owner. Omit fabric tiles under worksurface this 48” panel only.

Librarian's Office

1. Kimball Priority Series, “U” workstation.
 - a. Provide all components noted, all hardware, fasteners & filler for a complete installation per layout.
 - b. Wood face & top, Autumn Cherry.
 - c. Tackable panels - #8610 Clear Sky (Grade A). See drawing for custom cut tackable panel sizes.
 - d. Slatwall as indicated - finish charcoal.
2. Provide (1) guest chair, Kimball Collage Series, Sloped wood arm #4635; Autumn Cherry finish; Arc-Com Fabric, Woven Connections, Diamond Derby, #AC-67174, Cornflower #5, 48% nylon, 32% Cotton, 20% Polyester.
3. Provide corner bookshelf, Hale, Signature Series, custom cherry (to match Kimball Autumn Cherry). Top cap 3-bead edge. One 36w” X 84”h X 11 ½”d with 6 adjustable shelves. One 24” X 24” X 84” Corner unit with 6 adjustable shelves. To be fitted with continuous top cap.

NOTE:

THIS DRAWING INDICATES THE OLD PANEL SYSTEM WITH 3 HIGH SEGMENTS. SEE REVISED ELEVATION FOR NEW PANEL STACK ELEVATION & CONFIGURATION.



YORKTOWN LIBRARY Workroom Workstations 1-5

2-2-07 Revision

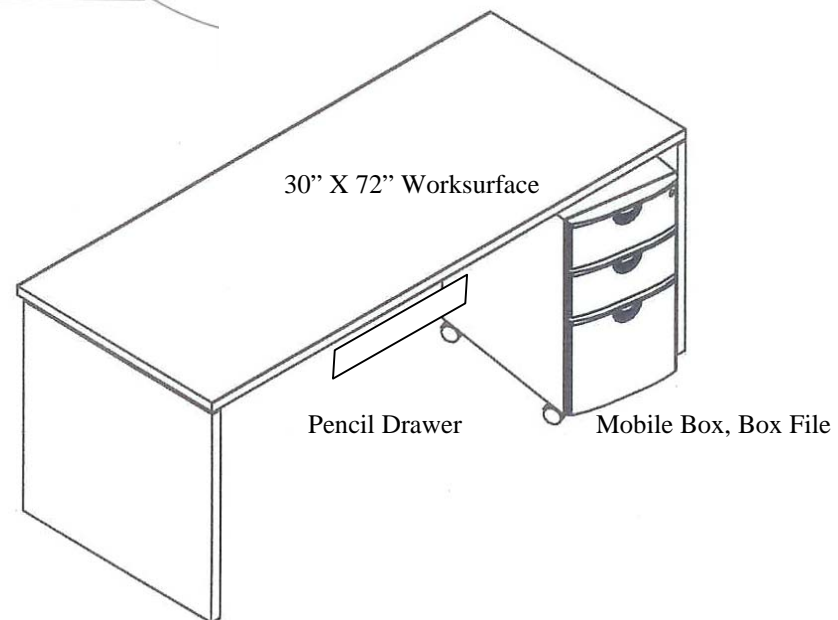
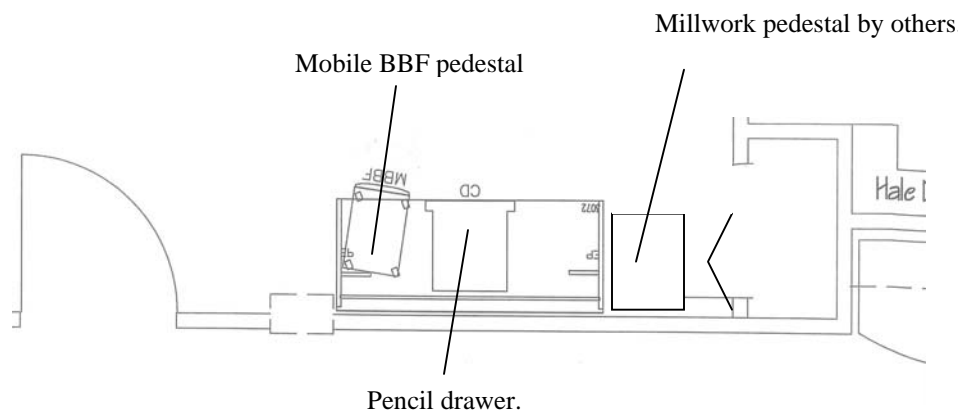
Sh 2 of 6

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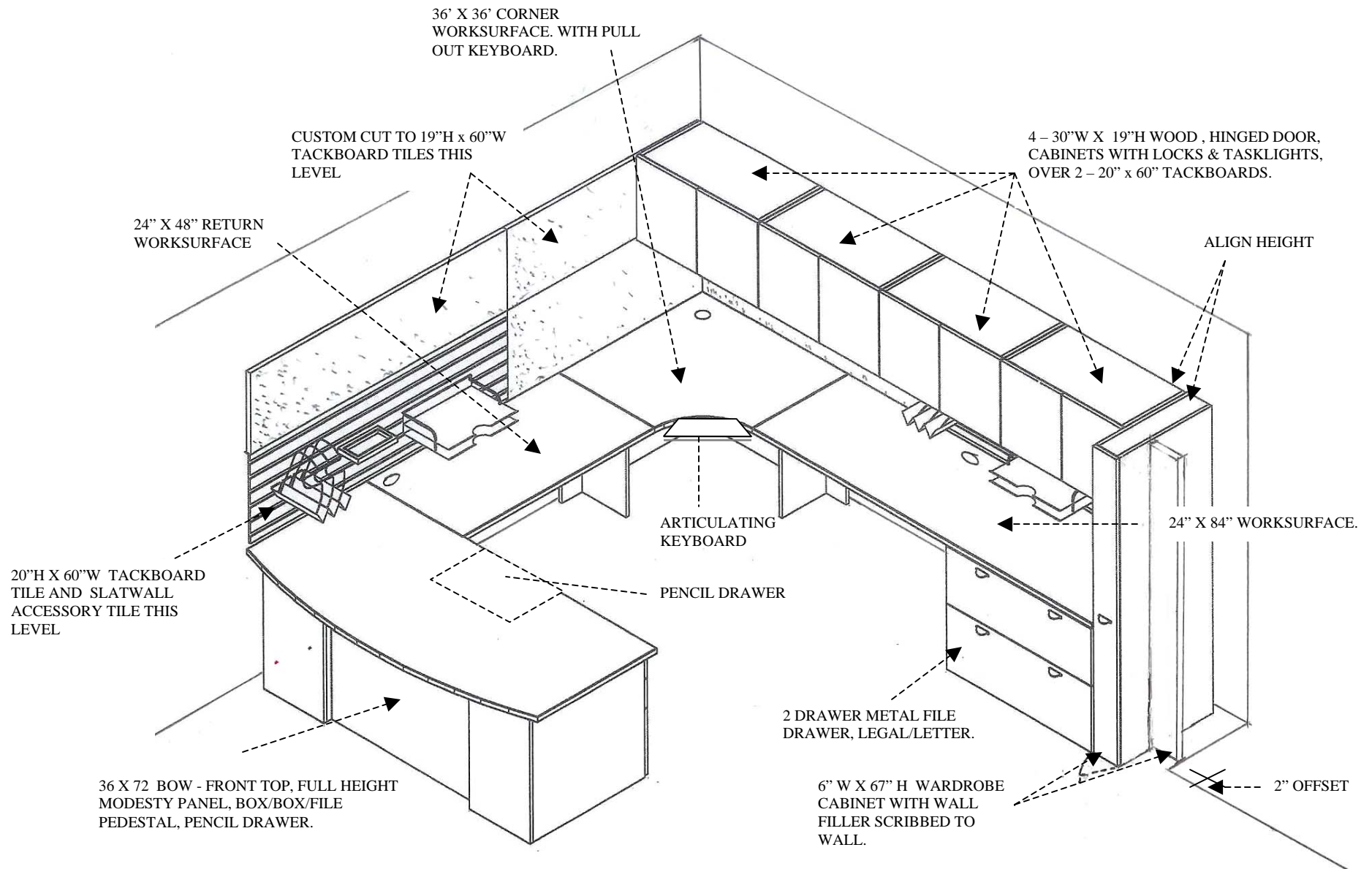
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YORKTOWN LIBRARY
Workroom Workstation 6

2-2-07 Revised

Sh 4 of 6



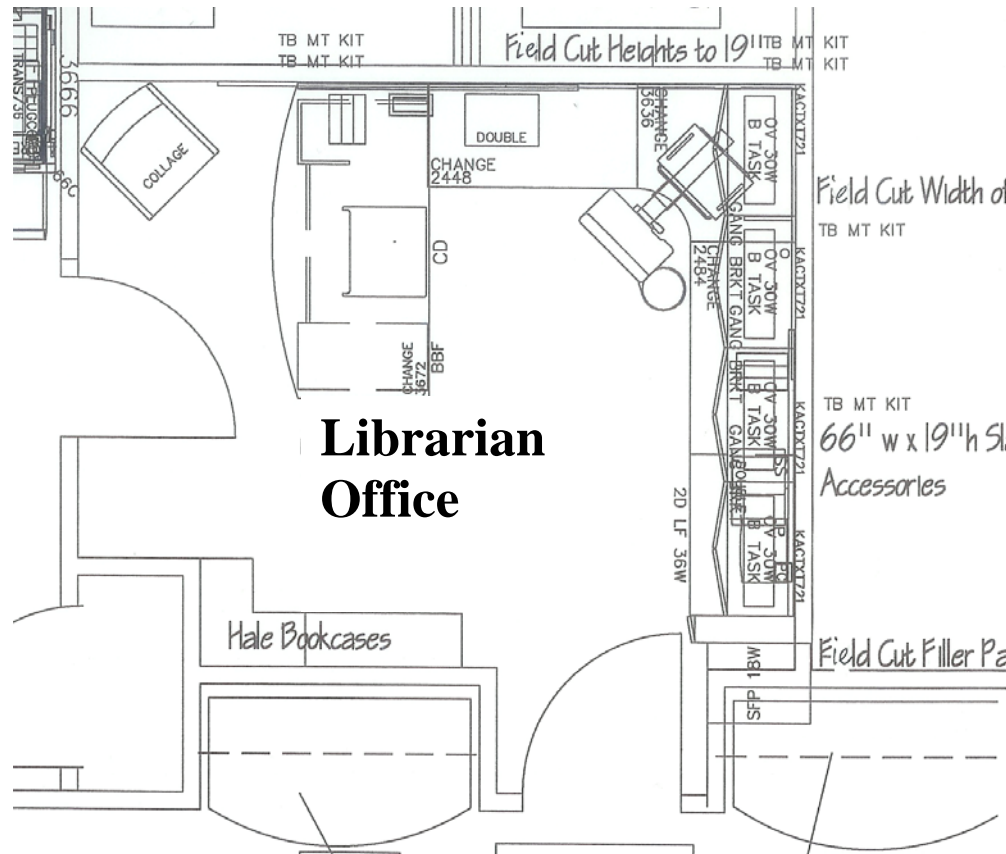
YORKTOWN LIBRARY

Librarian's Office

2-2-07 Revision

Sh 5 of 6

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This illustration is not intended to itemize all items or components, but is to be used to illustrate the basic layout. See isometric and specifications for additional details.